

ANDROID COMPATIBILITY COMMITMENT

This Android Compatibility Commitment (the "Agreement") is between Google LLC ("Google") and HTC Corporation itself and its affiliates ("Company") and is effective as of November 18, 2020 ("Effective Date").

BACKGROUND

- A. Company and Google seek to encourage the development of applications ("apps") for the Android ecosystem.
- B. In support of this goal, Company and Google wish to promote compatibility among Android devices and Android apps, so as to ensure an attractive, secure and predictable Android experience for app developers and end users.
- C. Company and Google recognize that the proliferation of incompatible devices based on Android (i) increases the costs and complexity of developing apps that will run reliably, (ii) causes consumer confusion, and (iii) harms the reputation of the Android platform. These circumstances undermine the competitiveness of the Android ecosystem and thereby (a) deter app developers from developing apps for Android devices, or apps incorporating the latest innovations released for Android, and (b) discourage end users from purchasing Android devices with confidence, as they will not know whether particular apps will operate on their devices.
- D. The commitments set out in this Agreement (including in the documents referenced by this Agreement) seek to minimize these harms while fostering innovation by the Company and ensuring Company's freedom to produce customized Android devices.

AGREEMENT

To achieve these mutually beneficial objectives, Company and Google agree:

1. Definitions

- 1.1 "Android" means the open-source application framework, libraries, runtime, and kernel found at <https://android.googlesource.com> (or successor sites), and any open-source components of the software development kit ("SDK") found at <https://developer.android.com> (or successor sites).
- 1.2 "Android Compatible Device(s)" means, for each applicable version of Android, devices that comply with the Android Compatibility Definition Document ("CDD"), which can be found at <https://source.android.com/compatibility> (or successor sites) and which may be updated from time to time by Google with Company's assistance.
- 1.3 "Confidential Information" is information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party. Confidential Information does not include information that the recipient already knew, that is or becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.
- 1.4 "Exempt Device" means an Android device that is not an Android Compatible Device but is exempt from compatibility requirements under Section 2 of this Agreement because (i) Company had already begun manufacturing such a device specified in Exhibit A prior to signing this ACC, or (ii) Google has granted an exemption for such a device in writing.

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- 1.5 **"Google Applications"** means the machine-readable binary code version of the Google applications listed in the Google Product Geo Availability Chart found at <https://support.google.com/androidpartners/gms/answer/6173341> (as such URL and list of applications may be changed or replaced by Google at its sole discretion from time to time), including any modifications or updates to such applications

2. Promoting Compatibility

Unless otherwise agreed by the parties in writing:

2.1 Android Compatibility.

- A. **Android Compatible Hardware.** All devices based on Android that Company manufactures, distributes, or markets will be Android Compatible Devices.
- B. **Android Compatible Software.** All Android-based software that Company develops, distributes, or markets will be designed to run on Android Compatible Devices.
- C. **Android-based SDKs.** Company may not distribute or market an SDK based on Android to third parties or participate in the development of such an SDK. Company remains free to develop an SDK based on Android for its own internal use.

2.2 Permitted Exceptions. The following activities are permitted as exceptions to Section 2.1:

- A. **Contract Manufacturing.** Company may manufacture devices for a third party that are not Android Compatible Devices as long as such devices are marketed under a third-party brand and Company does not market such devices.
- B. **Component Manufacturing.** Company may supply components to a third party that the third party incorporates into devices that are not Android Compatible Devices as long as such devices are marketed under a third-party brand and Company does not market such devices.
- C. **Apps.** Company may develop, distribute, or promote apps for any platform, including non-compatible implementations of Android.
- D. **European Economic Area.** Solely for smartphones and tablets supplied into the European Economic Area, Company may develop, manufacture, distribute, or market (i) Android devices that are not Android Compatible Devices; (ii) software derived from Android that is not designed for Android Compatible Devices; and (iii) SDKs associated with those devices based on Android, provided as to each of (i)-(iii) that such devices, software, and/or SDKs comply with Android and Google brand guidelines referenced in Section 2.4.

2.3 Google Compatibility Assistance. Google will assist and advise Company's development of Android Compatible Devices as described at <https://source.android.com> (or successor sites).

2.4 Android Branding. Company must abide by the Android and Google brand guidelines described at <https://source.android.com/source/brands.html> (or successor sites).

2.5 Open-Source Licenses. Company and Google will comply with any open-source licenses applicable to Android.

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- 2.6 **Non-Android Hardware or Software Permitted.** Company may, under this Agreement, develop, manufacture, distribute, and market devices or software not based on Android.
- 2.7 **Additional Application Programming Interfaces ("APIs") Permitted.** Company may pre-load its own APIs in addition to APIs specified by the CDD on its Android devices as long as the Company does not use the Android namespace for such APIs or cause APIs required by the CDD to malfunction.
- 2.8 **Devices that Comply with Prior Versions of the CDD.** A device is compatible under Section 2.1, and deemed an Android Compatible Device, if it complies with the version of the CDD applicable to the version of Android run by that device and the other requirements of this Agreement. New versions of the CDD do not retroactively render previously compatible devices incompatible.
- 2.9 **Exempt Devices.** If Company desires to ship an Exempt Device, it may request an exemption from the terms of this ACC for such Exempt Device, which Google may provide in writing in its sole discretion. For clarity, this subsection (2.9) does not apply to smartphones or tablets supplied into the EEA. If an exemption is granted, Company may ship Exempt Devices under this ACC so long it complies with the following requirements:
 - A. Company may not pre-load any Google Applications on the Exempt Devices unless the parties otherwise agree in writing in a separate agreement;
 - B. Company may not pre-load any third-party installable Android software applications on Exempt Devices;
 - C. Company will not enable access to (including, but not limited to, an application store or browser homepage) third party installable Android software applications on Exempt Devices;
 - D. Company may not use any Google brand features on any Exempt Device and may not use the word "Android" to promote, or market, or describe any Exempt Device that in any way uses the word "Android"; and
 - E. Company may not release an SDK or make any APIs available for third parties to develop any applications on Exempt Devices.

3. Term and Termination

- 3.1 **Term.** This Agreement becomes effective on the Effective Date and remains in effect until the third anniversary of the Effective Date.
- 3.2 **Termination.** Company may terminate this Agreement at any time upon 60 days' written notice to Google. If Company terminates this Agreement, Section 2.1.A of this Agreement will continue to apply to Company's device inventory at the time of the termination.

4. Trademarks

This Agreement does not grant either party any rights to use the other party's trademarks.

5. Confidentiality

The recipient may use Confidential Information of the discloser only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient will not

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CONFIDENTIAL INFORMATION

disclose Confidential Information of the discloser, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the disclosing party. This Section survives expiration or termination.

6. General Terms

- 6.1 **Assignment.** This Agreement may not be assigned or transferred by either party without the prior written approval of the other party.
- 6.2 **Controlling Law; Jurisdiction.** This Agreement is governed by California law, excluding California's choice of law rules. All claims arising out of or relating to the subject matter of this Agreement will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and the parties consent to personal jurisdiction in those courts.
- 6.3 **Headings.** The headings in this Agreement are for reference only and will not limit or control the interpretation of the Agreement.
- 6.4 **Relationship Between Parties.** This Agreement is non-exclusive. Neither party has, or will represent that it has, any authority to assume or create any obligation on behalf of the other party. This Agreement does not preclude either party from independently developing, manufacturing, distributing, or marketing any products that are similar to or compete with the other party's products.
- 6.5 **Notice.** All notices concerning this Agreement must be sent in writing to: (a) in the case of Google, to Google's General Counsel at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; and (b) in the case of Company, to Company's General Counsel at No. 23, Xinghua Rd. Taoyuan City, Taoyuan County 330, Taiwan. Notice is deemed to have been given on receipt by the addressee.
- 6.6 **Conflict; Entire Agreement.** This Agreement sets forth the entire agreement between the parties with regard to its subject matter. This Agreement does not alter any rights or obligations Company may have under open source license(s) that apply to Android. Changes to this Agreement must be made in writing, identified as an amendment to this Agreement, and signed by an authorized signatory of each party.

COMPANY: HTC CORPORATION

GOOGLE LLC

By: By: 

2021.03.12

Name: CHEN WANGName: Hiroshi Lockheimer

08:56:07

Title: ChairwomanTitle: Authorized Signatory

-08'00'

Date: 2021/01/30

Date:

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